

**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Improvement Agreement for Public Improvements of 1337 East Kettleman Lane (APN 049-250-87) (Plummer)

MEETING DATE: March 19, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the Improvement Agreement for the Public Improvements of 1337 East Kettleman Lane (APN 049-250-87) and authorizing the City Manager to execute the agreement on behalf of the City.

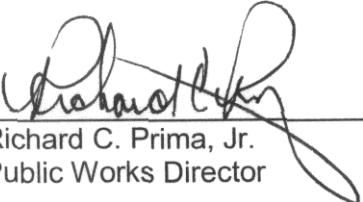
BACKGROUND INFORMATION: The project is located on the north side of Kettleman Lane, east of Pixley Parkway, as shown on Exhibit A.

The developer, Dennis W. Plummer, has furnished the City with improvement plans, necessary agreements, guarantees and insurance for the proposed project. The developer also paid the required improvement agreement preparation fee and other miscellaneous fees (\$29,992.06). Development Impact Mitigation Fees will be collected at the time of building permit issuance.

The improvements are being installed in conformance with the conditions of approval for a tentative parcel map (07-P-07) to divide the existing parcel into three parcels. One of the three parcels (1343 East Kettleman Lane) is the site of the Tuscan Comfort Suites project. The improvements include water, wastewater, and storm drain facilities to serve the proposed parcels and street improvements along the Kettleman Lane frontage of the project site.

FISCAL IMPACT: There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets, water, wastewater and storm drain facilities, and City services, such as police and fire.

FUNDING AVAILABLE: Not applicable.


Richard C. Prima, Jr.
Public Works Director

Prepared by Sharon A. Welch, Senior Civil Engineer

Attachments

cc: Senior Civil Engineer Fujitani
Dennis W. Plummer
Baumbach & Piazza

APPROVED:


Blair King, City Manager

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
1337 E. Kettleman Lane
(APN 049-250-87)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and DENNIS W. PLUMMER, hereinafter referred to as "Developer".

RECITALS:

Developer has presented to City for approval a final parcel map, hereinafter called "map", and necessary street and easement dedications shown thereon, or provided under separate instrument.

Developer has requested approval of the map prior to the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the development, hereinafter called "project", all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Council of the City will accept the dedications offered on condition that Developer first enter into and execute this agreement with City; and

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 007D011-01 through 007D011-10, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system.
- B. Natural gas line installation
- C. Telephone line installation
- D. Electrical system
- E. Cable television system

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat
- B. Fire hydrant markers
- C. 10" x 18" Hot Tap on the existing 10-inch public water main in the private cul de sac northeast of the project site.
- D. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.
- E. Inspection of private wastewater and storm drain facilities as shown on the attached Cost Estimate for Inspection of Private Improvements.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Street Easement Dedications

Developer shall acquire, without cost to the City of Lodi, street easements to the approval of the Public Works Director to allow construction of street improvements along the Kettleman Lane frontage of the adjacent parcel to the east (049-250-51) as shown on the approved plans. The Developer's engineer shall provide the legal descriptions and City staff will prepare the easement deeds. Developer shall have the deeds executed by the property owners, notarized and returned to the City prior to the start of construction for the improvements within the areas to be dedicated.

5. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire, parks and recreation and general City facilities are required for this project. The fees shall be paid at the time of building permit issuance for each parcel and may not be prepaid. In conformance with LMC 15.64.050, the fees are automatically adjusted on January 1 of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This agreement shall in no way limit the City's ability to charge the fees in effect at the time of fee payment.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

7. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's

liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have (installed and in place all survey monuments as shown on the Map and) provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

11. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution hereof, Developer shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement; and an amount equal to at least 50% of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance \$ 313,400.00
Labor and Materials \$ 156,700.00

13. Warranty Security

Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the public improvements as security for repair or replacement of defective work under Paragraph 18 following. The warranty period shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for all required project improvements shall commence upon the date of final acceptance for the entire project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by

Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 hereof.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate
\$2,000,000 Property Damage - Each Occurrence/Aggregate
or
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person
\$2,000,000 Bodily Injury - Each Occurrence
\$2,000,000 Property Damage - Each Occurrence
or
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

16. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

17. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

18. Repair or Reconstruction of Defective Work

If, within a period of 2 years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

19. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

20. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of two years from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

21. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the project damaged as part of the construction of the required project improvements is also the Developer's responsibility.

23. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted.

24. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi. CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Notices required to be given to Developer's agent shall be addressed as follows:

Notices required to be given to surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. Execution

In Witness Whereof, Developer and City have ~~caused their~~ names to be hereunto affixed and the City of Lodi has ~~caused~~ its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized

DEVELOPER

Date

(CORPORATE ~~SEAL~~)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Blair King, City Manager

Date

ATTEST:

Randi Johl, City Clerk

Date

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney



BILLING SCHEDULE

Development: 1337 E. Kettleman Lane
Developer: Dennis W. Plummer
Engineer: Baumbach & Piazza
Date: 2/22/08

Gross Acreage: 5.44
No. of Units: n/a

					DEVELOPER COST	CREDITS
ENGINEERING						
Plan Check Fee	(5.0% of	\$100,000)	(1001.6121)		\$ 5,000.00	
	(3.5% of	\$213,400)	(1001.6121)		7,469.00	
Inspection Fee	(4.0% of	\$250,000)	(1001.6104)		10,000.00	
	(3.5% of	\$169,553)	(1001.6104)		5,934.35	
Plan Check Fee Paid			(1001.6121)			\$ 5,792.00
Improvement Agreement			(1001.6121)		\$1,700.00	\$
ENGINEERING SUBTOTAL					\$ 30,103.35	\$ 5,792.00

STREET SYSTEM

Fees:

Charges for work by City Forces:

Seal Coat	(1001.5411.4)	13,392	SF @ \$	0.05	\$669.60
Pavement Markers:	(1001.5411.4)				
Laneline or Fire Hydrant (\$40 min.)		1	EA @ \$	8.00	40.00

STREET SYSTEM SUBTOTAL	\$709.60	\$0.00
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SEWER SYSTEM

Fees:

Charges for Work by City Forces:

TV Inspection	(1701.6525)	581	LF @ \$	1.50	\$871.50
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SEWER SYSTEM SUBTOTAL	\$871.50	\$0.00
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WATER SYSTEM

Fees:

Charges for work by City Forces: (1801.6522)

Ties to Existing System by City 10" x 8" Hot Tap (1)			Lump Sum \$	3,225.11	\$3,225.11
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WATER SYSTEM SUBTOTAL	\$3,225.11	\$0.00
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STORM DRAIN SYSTEM

Fees:

Charges for Work by City Forces:

TV Inspection	(1701.6525)	583	LF @ \$	1.50	\$874.50
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STORM DRAIN SYSTEM SUBTOTAL	\$874.50	\$0.00
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ELECTRICAL SYSTEM

To be billed separately by Electric Utility Department

TOTAL AMOUNT OF BILLING SCHEDULE	\$35,784.06	\$5,792.00
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NET AMOUNT TO BE PAID BY DEVELOPER TO CITY PRIOR TO MAP APPROVAL	\$29,992.06	
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Development: 1337 E. Kettleman Lane
Developer: Dennis W. Plummer
Engineer: Baumbach & Piazza

Acres: 5.44
Date: 2/22/08

TOTAL COST OF PROJECT IMPROVEMENTS					A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER		
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
<u>Street System</u>									
1	Clearing & Grubbing	1	Acre	\$1,027.00	\$1,078.35	1	\$1,078.35	0	\$0.00
2	Roadway Excavation	472	CY	21.00	9,912.00	472	9,912.00	0	0.00
3	Compact Original Ground (0.50')	5,850	SF	0.20	1,372.00	5,850	1,372.00	0	0.00
4	Compact Native Material (0.50')	5,850	SF	0.30	2,058.00	5,860	2,058.00	0	0.00
5	Aggregate Base, Class II (1.2')	5,850	SF	2.10	14,405.00	5,850	14,406.00	0	0.00
6	Asphalt Concrete, Type B (0.45')	13,392	SF	1.70	22,766.40	13,392	22,766.40	0	0.00
7	Deep-lift Roadway Patch Pavement	122	SF	4.00	488.00	122	488.00	0	0.00
8	Sawcut & Remove Existing AC	5,554	SF	5.00	39,924.00	5,554	39,924.00	0	0.00
9	Sawcut & Remove Existing Driveway	1,455	SF	3.00	4,355.00	1,455	4,355.00	0	0.00
10	Remove Existing Sidewalk	458	SF	5.00	2,748.00	458	2,748.00	0	0.00
11	Remove Existing Curb & Gutter	51	LF	11.00	571.00	61	571.00	0	0.00
12	Remove Existing 6" PVC Drain	30	LF	10.00	300.00	30	300.00	0	0.00
13	Vertical Curb, Gutter and Sidewalk (7.5')	152	LF	37.00	5,994.00	162	5,994.00	0	0.00
14	Concrete Subgrade Compaction	2,850	SF	3.00	8,580.00	2,850	8,580.00	0	0.00
15	Commercial Driveway (13' wide)	1	EA	1,500.00	1,500.00	1	1,500.00	0	0.00
16	Commercial Driveway (25' wide)	1	EA	2,800.00	2,800.00	1	2,800.00	0	0.00
17	Special Commercial Driveway	1	EA	5,134.00	5,134.00	1	5,134.00	0	0.00
18	Driveway Patch Pavement	126	SF	2.00	252.00	126	252.00	0	0.00
19	Sidewalk Barricade	1	EA	513.00	513.00	1	513.00	0	0.00
20	6" Asphalt Concrete Berm	215	LF	21.00	4,515.00	215	4,515.00	0	0.00
21	Remove Existing Barricade	1	EA	513.00	513.00	1	513.00	0	0.00
22	Remove-Relocate Existing Mailbox	1	EA	308.00	308.00	1	308.00	0	0.00
23	Relocate Existing Street Light	1	EA	1,800.00	1,800.00	1	1,800.00	0	0.00
24	Street Lights (Mast Type 250 Watt)	2	EA	2,557.00	5,134.00	2	5,134.00	0	0.00
25	Traffic Control	1	LS	2,800.00	2,800.00	1	2,800.00	0	0.00
25	Striping & Signage	1	LS	2,000.00	2,000.00	1	2,000.00	0	0.00
27	Stabilized Construction Entrance	1	EA	1,027.00	1,027.00	1	1,027.00	0	0.00
28	Concrete Washout Structure	1	EA	4,107.00	4,107.00	1	4,107.00	0	0.00
29	Erosion & Sediment Control	5.44	Acre	2,053.00	11,168.32	5.44	11,168.32	0	0.00
Subtotal					\$158,234.07	ubtotal	\$158,234.07	Subtotal Street System	\$0.00
								10% Engineering & Administration	0.00
								Total Street System	\$0.00
<u>Storm Drain System</u>									
1	Connect to Existing Storm Drain	1	EA	\$5,134.00	\$5,134.00	1	\$5,134.00	0	\$0.00
Subtotal					\$5,134.00	ubtotal	\$5,134.00	Subtotal Storm Drain System	\$0.00
								10% Engineering & Administration	0.00
								Total Storm Drain System	\$0.00
<u>Sanitary Sewer System</u>									
1	8" Sanitary Sewer Pipe (PVC)	42	LF	\$36.00	\$1,512.00	42	\$1,512.00	0	\$0.00
2	Sanitary Sewer Manhole (48")	1	EA	4,000.00	4,000.00	1	4,000.00	0	0.00
Subtotal					\$5,512.00	ubtotal	\$5,512.00	Subtotal Sanitary Sewer System	\$0.00
								10% Engineering & Administration	0.00
								Total Sanitary Sewer System	\$0.00

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER		
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total	
<u>Water Svstem</u>										
1	8" Water Pipe (PVC)	1,531	LF	41.00	\$62,771.00	1,531	\$52,771.00	0	\$0.00	
2	12" Water Pipe (PVC)	23	LF	51.00	1,173.00	23	1,173.00	0	0.00	
3	Water Main Casing	10	LF	70.00	700.00	10	700.00	0	0.00	
4	8" Gate Valve	8	EA	1,232.00	9,856.00	8	9,855.00	0	0.00	
5	12" Gate Valve	2	EA	1,848.00	3,696.00	2	3,696.00	0	0.00	
6	Adjust Valves to Grade	1	EA	513.00	513.00	1	513.00	0	0.00	
7	Fire Hydrant Assembly	3	EA	3,080.00	9,240.00	3	9,240.00	0	0.00	
8	Remove Blowoff	1	EA	400.00	400.00	1	400.00	0	0.00	
9	Blowoff (temporary)	3	EA	411.00	1,233.00	3	1,233.00	0	0.00	
10	Connect to Existing Water	2	EA	5,134.00	10,268.00	2	10,268.00	0	0.00	
11	3" Water Service w/Meter Box	1	EA	1,500.00	1,500.00	1	1,500.00	0	0.00	
12	8" Water Service	2	EA	2,200.00	4,400.00	2	4,400.00	0	0.00	
13	2" Irrigation Service w/Meter Box	1	EA	1,027.00	1,027.00	1	1,027.00	0	0.00	
14	Pipe Marker Post	1	EA	50.00	50.00	1	50.00	0	0.00	
Subtotal					\$106,827.00	Subtotal	\$106,827.00	Subtotal Water System	\$0.00	
								10% Engineering &Administration	0.00	
Total					\$275,707.07	Total	\$275,707.07	Total Water System	\$0.00	
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)							\$275,707.07			
Contingencies (10% of Construction Costs)							\$27,570.71			
Construction Engineering & Staking @ 3% ±							\$9,122.22			
As-built Plans & Certifications							\$1,000.00			
TOTAL COST FOR ENGINEERING FEE CALCULATION							A. Total	\$313,400.00	B. Total	\$0.00
TOTAL IMPROVEMENT SECURITY AMOUNTS:										
Faithful Performance: 100% of A& B					\$313,400.00					
Labor & Materials: 50% of A & B					\$156,700.00					

City of Lodi
Publics Works Department

COST ESTIMATE
FOR INSPECTION OF
PRIVATE IMPROVEMENTS

Development: 1337 E. Kettleman Lane
Developer: Dennis W. Plummer
Engineer: Baumbach & Piazza

Acres: 5.44
Date: 2/22/08

TOTAL COST OF PRIVATE IMPROVEMENTS TO BE INSPECTED BY PUBLIC WORKS DEPARTMENT

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
<u>Storm Drain Svstem</u>					
1	18" Storm Drain Pipe (PVC)	316	LF	\$56.00	\$17,696.00
2	24" Storm Drain Pipe (RCP)	267	LF	67.00	17,889.00
3	48" Storm Drain Manhole	2	EA	3,080.00	6,160.00
4	Drop Inlet Catch Basin	4	EA	1,540.00	6,160.00
5	Bypass System Manholes	2	EA	4,200.00	8,400.00
6	Storm Drain Interceptor	1	EA	20,000.00	20,000.00
7	Pipe Marker	1	EA	50.00	50.00
Subtotal					\$76,355.00
 <u>Sanitary Sewer Svstem</u>					
1	8" Sanitary Sewer Pipe (PVC)	539	LF	\$23.00	\$12,397.00
2	Sanitary Sewer Manhole (48")	3	EA	2,567.00	7,701.00
3	Pipe Marker	1	EA	50.00	50.00
Subtotal					\$20,148.00
Total					\$96,503.00
Contingencies (10% of Construction Costs)					\$9,650.00
TOTAL COST FOR INSPECTION FEE FOR PRIVATE IMPROVEMENTS					\$106,153.00



CITY OF LODI

PUBLIC WORKS DEPARTMENT


POLICIES AND PROCEDURES

WATER - 7

METERING WATER USAGE OF NEW WATER
MAINS REQUIRING TEMPORARY BYPASSES

Rev. 3/15/93

1. This policy will apply to all public water mains and private water services that require a temporary bypass meter assembly (Standard Plan 409).
2. Contractors who are installing public or private water mains or fire system mains that require a temporary bypass will install a 6-inch City-owned and furnished turbine meter with double checks and butterfly valve assembly as indicated on the plans. Additional water connections shall be per Detail "B" as shown on Standard Plan 409.
3. The contractor installing water mains shall deposit with the City funds for holding equal to approximately one and one-half times the bypass meter assembly's replacement value. The deposit amount shall be revised annually. The contractor shall be responsible for paying current water rates for all water metered during the construction of the water system plus an increasing rental fee as shown on Schedule A until the bypass meter assembly is removed and returned. (Note: Water for dust control may be taken from fire hydrants upstream of the bypass meter assembly.)
4. Payment for water used must be made prior to final acceptance of the project. The bypass meter assembly deposit will be credited against or returned after payment of meter charges has been made and undamaged meter assembly has been delivered to the City. Damage requiring repair or replacement to or loss of City-owned water meter bypass assembly will result in forfeit of all or portions of deposit plus estimated water usage billing of project. (Inspector's estimate of hours utilized, times maximum volume delivered.)
5. All meters furnished will be annually certified for accuracy by the City. Any contractor wishing further certification will pay for such with a City-approved meter testing firm. Plus or minus 3% will be considered accurate. The City will make appropriate adjustments in meter charges, if warranted.

ack 
Jack L. Ronsko
Public Works Director

JLR/FF/lm

Attachments

SCHEDULE A
DAILY RENTAL AND HANDLING CHARGES

	DAYS	
First 45 days	1-45	\$ 1.00 per day
Next 15 days	46-60	\$ 2.50 per day
Every day thereafter up to 90 days	61-90	\$ 5.00 per day
After 90 days	90+	\$10.00 per day

NOTE: Counting of days shall begin when assembly is picked up at the Municipal Service Center and stop on day of return.

EXAMPLE OF COSTS FOR SUBDIVISION OF 100 LOTS

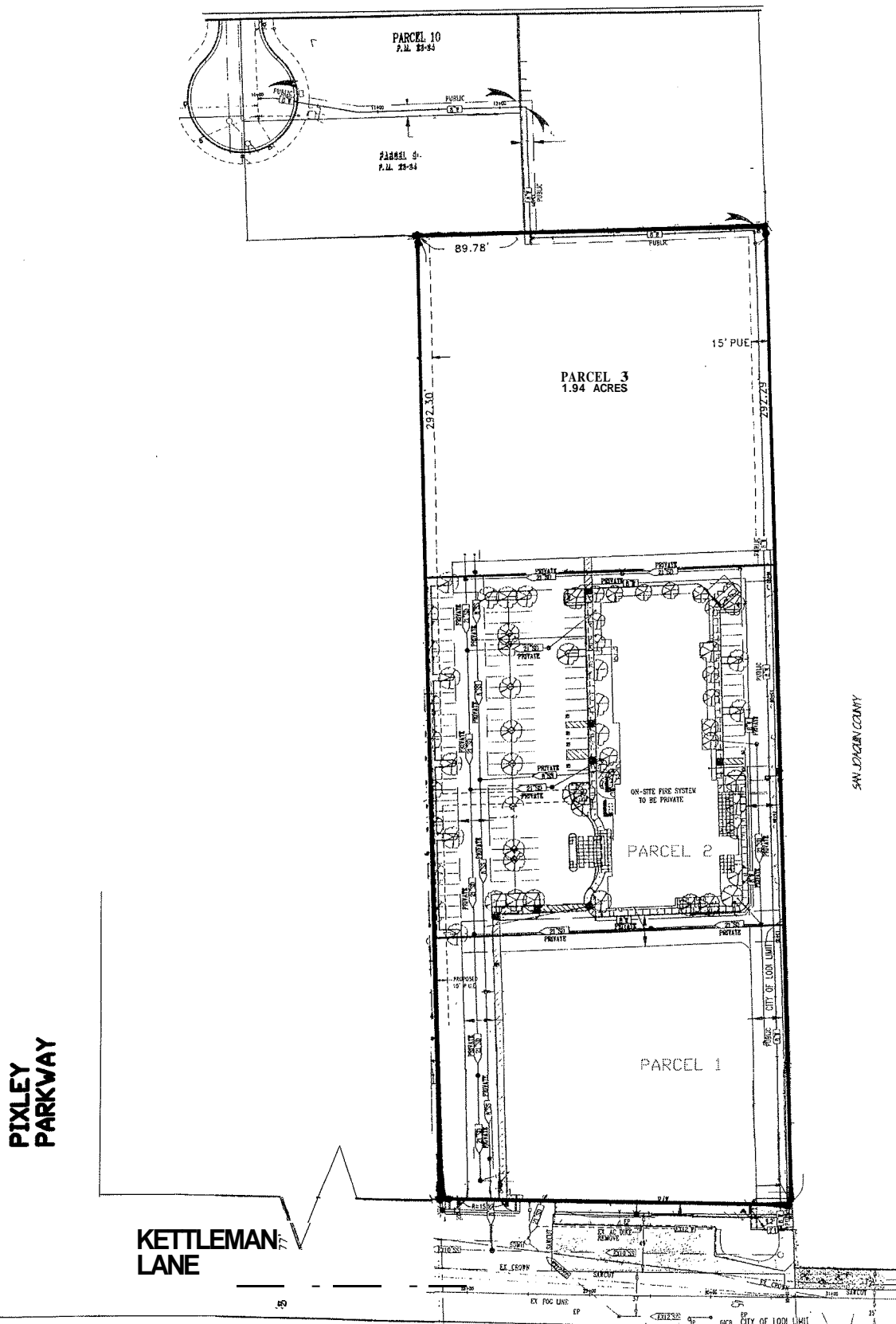
◦ Deposit for 6" bypass meter assembly (Cash, Certified Check, or Certificate of Deposit, to Public Works Department)	\$5,000.00
◦ Daily rental and handling charge*, 60 days	
First 45 days =	45.00
Next 15 days at \$2.50/day =	37.50
◦ Water Usage Fee*	
100,000 cubic feet (approximately 750,000 gallons)	
(1040 gallons per minute X 60 minutes X 12 hours = 758,400 gallons)	
COST: 100,000 cubic feet X \$0.285/100 cubic feet	285.00
◦ Storm Drain Pumping Fee*	
750,000 gallons X \$66.13/MG	49.60
◦ Charge for bacteriological retesting (\$15.00 per test approximately) plus collection costs per sample	-0-
	5,417.10
	Deposit Returned <u>-5,000.00</u>
	Contractor Owes City \$ 417.10

**Billed upon return of undamaged bypass meter assembly to the Municipal Service
Center, 1331 South Main Lane, Lodi, California.

NOTE: All above charges subject to change



EXHIBIT A



RESOLUTION NO. 2008-43

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING IMPROVEMENT AGREEMENT
FOR 1337 EAST KETTLEMAN LANE

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreement with Dennis W. Plummer for the public improvements of 1337 East Kettleman Lane (APN 049-250-87); and

BE IT FURTHER RESOLVED that the City Council hereby directs the City Manager to execute the Improvement Agreement on behalf of the City of Lodi.

Dated: March 19, 2008

=====

I hereby certify that Resolution No. 2008-43 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDY OHL

CITY COUNCIL

JOANNE L. MOUNCE, Mayor
LARRY D. HANSEN,
Mayor Pro Tempore
SUSAN HITCHCOCK
BOB JOHNSON
PHIL KATZAKIAN

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
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EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

BLAIR KING
City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

March 14, 2008

Baumbach & Piazza
323 W. Elm Street
Lodi, CA 95240

Dennis W. Plummer
1333 E. Kettleman Lane
Lodi, CA 95240

SUBJECT: Adopt Resolution Approving Improvement Agreement for Public
Improvements of 1337 East Kettleman Lane (APN 049-250-87)

Enclosed is a copy of background information on an item on the City Council agenda of
Wednesday, March 19, 2008. The meeting will be held at 7 p.m. in the
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a
Council Member requests discussion. The public is given an opportunity to address
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's
card (available at the Carnegie Forum immediately prior to the start of the meeting) and
give it to the City Clerk. If you have any questions about communicating with the
Council, please contact Randi Johl, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Sharon Welch,
Senior Civil Engineer, at 333-6800, extension 2659.



for: Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Enclosure

cc: City Clerk